

SPREADSHEET SUMMARY OF POTENTIAL THIRD PARTY CLAIMS — SUPPORTED BY PRELIMINARY ANALYSIS CONDUCTED BY THE BERO GROUP

Claim Number	Claim Name	Claim Cause	Claim Type	Description of Claim	Preliminary Estimated Economic Damages
1	FCA/Santander	Michael Helmstetter/ New City Historic Auto Row, Inc.	Fraud; Fraudulent Financial Accounting Practices; Fraudulent Revenue Recognition; Constructive Termination of Dealership; Tortious Interference; Breach of Contract; Unauthorized changes to contract terms; Theft of personal property; Violation of the Federal Automobile Dealer Franchise Act of 1956 (Automobile Dealers Day in Court Act (ADDCA)) and the Illinois Motor Vehicle Franchise Act Civil RICO	Claim against FCA/Santander for damages caused by FCA/Santander by unordered vehicles forced onto New City Historic Auto Row, Inc. and for Santander forcing the dealership into default and alleged tortious interference by Santander in the dealership's business operations.	\$7.5M+
2 (previously Claim 7)	Nissan North America/Nissan Motor Acceptance Corporation	Michael Helmstetter/New City Auto Group	Fraudulent Inducement to Contract; Material Misrepresentation; Fraudulent Revenue Recognition (Channel Stuffing), Obstruction of Bankruptcy Recovery Efforts; Breach of Contract; Breach of Fiduciary Duties; Constructive trust/unjust enrichment; Civil RICO	Claim against Nissan North America and Nissan Motor Acceptance Corporation for unordered vehicles allegedly forced on New City Auto Group, LLC d/b/a Prime Time Nissan and alleged tortious interference in the dealership's operations in bankruptcy recovery	\$2M +
3 (previously claim 8)	Ruscitti - Kingdom Chevrolet	Michael Helmstetter	Wrongful Termination; Failure of S Corporation to Pay Dividends; Oppression of Minority Shareholder; Defamation; Fraud; Falsifying Documents; Embezzlement; Theft; Civil RICO; Breach of Fiduciary Duty; Conspiracy	Claim against Richard Ruscitti for Helmstetter's 33% ownership share in that business, as well as for unpaid dividends due to Helmstetter and alleged inflation of business expenses by Ruscitti	\$12.7M+
4 (previously claim 9)	Ruscitti - South Chicago Nissan d/b/a Western Avenue Nissan	Michael Helmstetter	Unjust Enrichment (in addition to Wrongful Termination); Failure of Corporation to Pay Dividends; Oppression of Minority Shareholder; Defamation; Fraud; Falsifying Documents; Embezzlement; Civil RICO; Conspiracy; Breach of Fiduciary Responsibility	Claim against Richard Ruscitti for Helmstetter's 25% ownership share in that business, as well as for unpaid dividends due to Helmstetter and alleged inflation of business expenses by Ruscitti	\$4.1M +
5 (previously claim 2)	Maureen Joyce (landlord)	Michael Helmstetter/Michael Helmstetter/ New City Historic Auto Row, Inc.	Fraudulent inducement to contract; fraudulent misrepresentation by omission of material facts; theft	Claim against landlord of New City Historic Auto Row's dealership premises for damages caused by her not disclosing material zoning and road construction facts she allegedly knew about prior to contracting with the dealership	\$1.7M +

6	Bennita Berke	Michael Helmstetter	Breach of Contract; Fraudulent Inducement; Misrepresentation	Claim against Bennita Berke for not contributing the value of her property in return for her ownership stake in New City Historic Auto Row, Inc.	51% of the Fair Market Value of Berke's property at 647 W Division Street, IL
7	Ultegra Financial Partners, LLC and related entities, Mohammad H	Michael Helmstetter/New City Historic Auto Row, Inc.	Breach of Contract; Fraudulent Inducement; Misrepresentation; Fraud; Civil RICO; Predatory Lending	Claim against Ultegra Financial Partners, LLC for alleged predatory lending and fraud; breach of contract	\$1.5M +
8	Jamie Comer (Notary, works for Richard Ruscitti)	Michael Helmstetter	Notarizing signatures on documents when the signatories were not present; notarizing documents known to the notary to be false	Comer notarized documents showing that Jerry Gleason sold his interest in the Kingdom Auto Group. However, as these documents were signed while Gleason was terminally ill and in hospital, it is unlikely that they were in fact signed and notarized. The document casts doubt on how and when Gleason or his heirs transferred his/shares to Ruscitti and the funds used for said purchase. If the funds used to purchase Gleason's shares from his estate were from the Key Partners Insurance policy, the ownership of those shares would have been proportionally shared by the remaining owners. This difference significantly affects the respective share of the businesses owned by Helmstetter and Ruscitti.	16.5% of Kingdom Chevrolet and 12% of Western Avenue Nissan.
9	Marvell Brickhouse	Michael Helmstetter/NCHAR	Notarizing signatures on documents when the signatories were not present; notarizing documents known to the notary to be false	Falsely Notarized documents regarding Daly offer to pledge collateral of property to secure loan from Ultegra Financial	\$1.5M +
10	Bennita Berke & Scott Kindybalyk ownership interest in NCHAR	Michael Helmstetter	Failure to pay consideration for membership in LLC	Since neither individual tendered their consideration to Helmstetter to give up his membership shares in NCHAR. (Also, question of whether they, in fact, have any ownership interest in NCHAR because of their failure to pay for what was supposed to be their interest.)	TBD

12	Collateral Specialists	Michael Helmstetter NCHAR	Tortuous interference with Business Regarding sale of 30 vehicles to FWB and in operation of routine business. Malfeasance of conduct.	Collateral Specialists (CSI) stopped a sale which was in progress of 30 vehicles to FWB. Seven of these vehicles were allowed to ship while 13 were not. Furthermore, CSI actions prevented NCHAR from selling vehicles as demonstrated by a drop in the sales volume of about 50 vehicles per month to about zero vehicles per month. Furthermore, CSI was in sole and total control of all titles and keys to every vehicles in inventory at NCHAR from August 7, 2017 until the dispersal of the vehicles after the auction on 11/16/18. Prior to CSI arriving, there were no incidents of any vehicle improperly funded or sold out of trust. CSI actions caused numerous incidents of sales out of trust. CSI's actions prevented NCHAR from correcting the out of trust issues caused by CSI. Eleven vehicles were shipped from NCHAR after auction, which were not included in the auction inventory.	TBD	
13	World Business Lenders	Michael Helmstetter NCHAR	Fraud	World Business Lenders executed a mortgage in favor of one John Lewis Monroe, Jr. on land without the knowledge or consent of the owner of the land. The land was to be used as collateral for financing for NCHAR and for future dealerships. As a result of the mortgage, the land could not (and still cannot) be used as collateral for financing.	\$1.5M +	
14	Res/Title Company	Michael Helmstetter NCHAR	Fraud	Res/Title assisted World Business Lenders and John Lewis Monroe, Jr.	\$1.5M +	
15	John Lewis Monroe, Jr.	Michael Helmstetter NCHAR	Fraud	World Business Lenders executed a mortgage in favor of one John Lewis Monroe, Jr. on land without the knowledge or consent of the owner of the land. The land was to be used as collateral for financing for NCHAR and for future dealerships. As a result of the mortgage, the land could not (and still cannot) be used as collateral for financing.	\$1.5M +	

16	Ronald Richardson (and his mother, brother (Greg), and sister)	Michael Helmstetter/ NCHAR	Fraud; writing a fraudulent check for \$3.5 million, knowing he had insufficient funds; breach of contract; fraudulent inducement to contract	On July 31, 2017 Ronald L Richardson executed a contract with Michael Helmstetter to provide total of \$5MM for NCHAR. The contract was signed on August 4, 2017 by both parties. Richardson later bounced a \$3.5 million check (after providing a bank statement to Helmstetter's attorney, Mike Moody, showing he had in excess of \$1.1 million in cash in a First Midwest Bank account). Richardson was given a Alfa Quadrifoglio worth \$75K for his loan. Once the check bounced, Richardson kept the car, and may have sold it to a dealer in Kokomo, IN. which sold it to a private citizen for the reported price of \$25K. The car was located by Mike Helmstetter who contacted the police who returned the car where it was sold at the UCC auction. Richardson did not inform Helmstetter that he had a criminal history and portrayed himself to be a wealthy investor.	\$3.5M +
17	"The Indiana Group" consisting of Tom Decanter, Tom McDermott Sr., and Bill Haggerty.	Michael Helmstetter, Steve Dobrovsky, Benita Berke, NCHAR, NCAG	Failure to Execute	The Indiana group was presented by Terry Gaouette as a potential funder for both NCHAR and NCAG. The group met with various representatives from both dealerships for several months offering to supply nearly \$29MM in exchange for 49% of both dealerships. When Helmstetter tried to meet at the bank and other locations, it became apparent this may be a scam. On July 13, 2018 the potential deal was terminated. While no money was lost directly to this group, their fraudulent interference lead the officers of New City to spend time that could have been spent pursuing legitimate lenders.	TBD
26	Terry Gaouette	Michael Helmstetter/ NCHAR / NCAG	Breach of Contract; Fraudulent Inducement; Misrepresentation; Fraud; Civil RICO; Predatory Lending; tax malpractice	Gaouette represented to Helmstetter that he was a CPA and that he has a PHD. Gaouette shared an office with attorney Moody in Chicago, IL and practiced out of this office. However, he was not licensed as a CPA in IL. Gaouette lost his Wisconsin CPA license for a several years after defrauding the Milwaukee Museum. Research indicates that Gaouette has defrauded at least one other client in the same way that he has defrauded Helmstetter and his dealerships.	\$1M+
27	Summit Credit Union	Michael Helmstetter/ NCHAR	Fraud; Accessory to Fraud; Bank Fraud	An account was set up at Summit Credit Union to deposit and pay out the proceeds of fraud.	TBD
28	Wolverine Trading LLC	Michael Helmstetter/ NCHAR	Breach of Contract; Fraudulent Inducement; Misrepresentation; Fraud; Predatory Lending	Predatory Lending; fraud; breach of contract	TBD
29	Trade River	Michael Helmstetter/ NCHAR	Breach of Contract; Fraudulent Inducement; Misrepresentation; Fraud; Predatory Lending	Predatory Lending; fraud; breach of contract	TBD

30	Alkins & Darcy PC (A&D)	Michael Helmstetter/ NCHAR	Malpractice; Providing improper legal counsel	A&D charged at least ~ dollars in legal fees to advise Capital Services and CCS in handling the UCC Auction. It was their duty to advise CCS to work with FCA first to follow 815 LCS 710/9.5 before proceeding to a UCC auction. Furthermore, A&D charged ~ dollars in legal fees to correct errors due to improper handling of the inventory. Furthermore, A&D charged \$590 to attend the auction and did not object to the improper actions of Napoleon and Fisher in violation of the Sherman Antitrust laws by working together to reduce the winning bid.	TBD
31	Michael Moody	Michael Helmstetter/ NCHAR/ NCAG	Breach of Contract; Fraudulent Inducement; Misrepresentation; Fraud; Civil RICO; Predatory Lending; legal malpractice	Moody worked with Gaolette, Kindyalyk and others to defraud Helmstetter and his dealerships. Moody also caused at least \$10,000 to be paid to himself for services for NCHAR out of NCAG funds without disclosing this to Helmstetter beforehand.	TBD
32	Michael Pomerantz	Michael Helmstetter/ NCHAR/ NCAG	Legal malpractice	Questionable advice may have been working with Kindyalyk, Moody, Gaolette and others to defraud Helmstetter.	TBD